

PROGRAM SUB-GRANT AGREEMENT № HIV/SR/SOROS/2013

Concluded today 13<sup>th</sup> of June 2013

between

**IP UCIMP RSS**

("Principal Recipient")

and

**Soros Foundation-Moldova (SFM)**

("Sub-Recipient")

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located in the bottom right corner of the page.

## PROGRAM SUB-GRANT AGREEMENT

This Program Sub-Grant Agreement (hereinafter referred to as "the Sub-Grant") is entered into by and between:

**IP UCIMP RSS** having its headquarters in the Republic of Moldova, MD-2012, Chisinau, 18A, T. Ciorba str, tel (022)233568, fax (022)233887, legally represented by Victor Volovei, Executive Director, hereinafter referred to as **PRINCIPAL RECIPIENT**

AND

**SOROS FOUNDATION-MOLDOVA**, having its residence in the Republic of Moldova, MD-2001, Chisinau, 32, Bulgara str., legally represented by Victor Ursu, Executive Director, hereinafter referred to as **SUB-RECIPIENT**,

### PREAMBLE

#### WHEREAS:

The Government of Moldova has agreed on an HIV/AIDS Grant<sup>1</sup> financed by the Global Fund to Fight AIDS, Tuberculosis and Malaria (Global Fund) to support the National Programme on Prevention and Control of HIV/AIDS and STIs. The Program Grant Agreement was signed on 25<sup>th</sup> of March 2013 between The Global Fund to Fight AIDS, Tuberculosis and Malaria and Project coordination, Implementation and Monitoring Unit, Ministry of Health of the Republic of Moldova, hereinafter referred to as Principal Recipient.

The Principal Recipient and the Sub-Recipient, have, on the basis of their respective mandates, a common aim in the furtherance of a sustainable development of the Project.

The Principal Recipient has been entrusted by the Global Fund with certain resources that can be allocated for projects, and is accountable to the Global Fund for the proper management of these funds and can, in accordance with the terms of its Grant Agreement with the Global Fund, make available such resources for implementation of certain Projects.

The Sub-Recipient submitted to the Principal Recipient a funding application which includes a general project description, work plan, budget, PSM plan and M&E framework for the project's implementation period.

The Sub-Recipient, its status being in accordance with national regulations, is committed to the principles of participatory sustainable human development and development cooperation, has demonstrated the capacity needed for the activities involved and the fact that it is an apolitical organization.

The Principal Recipient and the Sub-Recipient agree that activities shall be undertaken without direct or indirect discrimination, because of race, ethnicity, religion or creed; sex, sexual orientation, status of nationality or political belief, gender, handicapped status, or any other circumstances.

**Now, therefore, on the basis of mutual trust and in the spirit of cooperation, the Sub-Recipient and the Principal Recipient have entered into this Sub-Grant Agreement.**

---

<sup>1</sup> Grant MOL-607-G03-H, renumbered to MOL-S10-G07-H following consolidation, on April 1<sup>st</sup> 2010, of the Global Fund HIV/AIDS Round 6 Grant with the Global Fund's HIV/AIDS Round 8 Grant and further renumbered to MOL-H-PCIMU following Global Fund's intention expressed in its letter to the PRINCIPAL RECIPIENT dated September 16, 2011



## Article I. Definitions

For the purposes of the Sub-Grant, the following terms will have the following meanings:

**"Grant Agreement"** is the agreement entered into by and between Global Fund to Fight AIDS, TB and Malaria and the Principal Recipient, with all appendixes and additional acts validly signed by both Parties;

**"Sub-Grant"** is this agreement together with all appendixes, additional acts validly signed by both Parties;

**"Parties"** shall mean the Principal Recipient and the Sub-Recipient, as identified and represented in the Sub-Grant,

**"Sub-Recipient"** shall mean the Soros Foundation Moldova, which has been established in 1992 and incorporated under the law of Republic of Moldova as a non-governmental, non-for-profit and non-political organization which was established by the financier and philanthropist George Soros to promote the development of an open society in Moldova by developing and implementing a range of programs and activities that address specific areas of needs including European initiatives, culture, education, legal reform and public administration, media and information, public health and civil society.

**"Sub-Sub-Recipient"** shall mean any company/organization contracted by the Sub-Recipient for the implementation of certain activities of the Programme;

**"Project"** shall mean the activities to be carried out by the Sub-Recipient, as described in the Project Description, as attached to this Sub-Grant;

**"Project Ending Date"** is 31<sup>st</sup> of December 2014;

**"Government"** shall mean the Government of Moldova;

**"Funds"** - means the amounts of money provided under this Sub-Grant to be advanced to the Sub-Recipient with a view towards carrying out the Contract;

**"Budget"** is the document providing the distribution of the totally and quarterly Funds estimated to be necessary for carrying out the activities detailed in the Work Plan;

**"Expenditure"** shall mean the amount of money paid or spent by the Sub-Recipient from funds received under this Sub-Grant,

**"Disbursement"** shall mean a transfer of assets, including a payment of cash or a transfer of supplies, the accounting of which must be rendered by the Sub-Recipient at a later date, as herein agreed upon between the Parties,

**"Advance Request"** shall mean the disbursement of Funds written request of the Sub-Recipient, signed by the authorized person designated by the latter that is periodically submitted to the Principal Recipient in accordance with the terms and conditions of this Sub-Grant,

**"Income"** shall mean the interest on the Project funds and all revenues derived from Sub-Grant activities,

**"Force Majeure"** shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force,



**"Assets"** shall mean equipment, non-expendable materials, vehicles, lands, buildings, other constructions or other goods financed/provided by the Principal Recipient, or procured by the Sub-Recipient under the terms of this Sub-Grant, which are used by the Sub-Recipient for carrying out the Project,

**"Supplies"** shall mean all goods necessary for the achievement of the project's objectives (either medicines, medical equipment and technology, leaflets, or other goods as provided in the Work Plan and in the Project Description) provided by the Principal Recipient to the Sub Recipient or procured by the Sub-Recipient under the terms of this Sub-Grant, in to be freely delivered/distributed to Project Beneficiaries.

**"Work Plan"** shall mean a schedule of activities, with corresponding time frames and responsibilities that is based upon the Project Description deemed necessary to achieve Project results, prepared at the time of approval of the Project, and revised annually,

**"Monitoring & Evaluation Plan"** shall mean a schedule of activities with the corresponding targets and results (indicators) to be achieved within each quarter as condition to receive the funding from the Principal Recipient together with their respective sources of data,

**"Assessment Procedure"** shall mean the information, principles, criteria used by the Sub-Recipient in the process of assessment and selection as well as the set of documents placed at the disposal of the Sub-Sub-Recipient with a view towards formulating the Assessment Document,

**"Assessment Document"** is the set of documents submitted by the Sub-Sub-Recipient to the Sub-Recipient in accordance with the requests formulated in the Assessment procedures proving its financial and institutional capacity to carry out the Project,

**"Reallocation request"** is a document used by the Sub-Recipient for the reallocation between the budgetary lines, more than 10%, without exceeding the total allocated budget of the project. This document must be signed and stamped only by the duly authorized persons of the Sub-Recipient,

**"Annexes"** are the following documents attached to the Sub-Grant and are an integral part of this Sub-Grant:

Annex A – Terms of Reference

Annex B – Sub-Recipient's Project Description

Annex C – Sub-Recipient's Work Plan

Annex D – Sub-Recipient's Monitoring and Evaluation Plan

Annex E – Sub-Recipient's Budget:

a) Sub-Recipient's Summary Budget

b) Sub-sub-recipients' average budgets

c) Budget details on SDA4

Annex F – Sub-Recipient's Procurement Plan

**"Project Beneficiaries"** shall mean the persons or entities mentioned in "Annex A - Project Description",

**"Implementation Letter"** shall mean the document issued by the Global Fund that will furnish additional information and guidance about matters stated in the Grant Agreement.

**"Overhead cost"** shall mean the indirect cost utilities used by the Sub-Recipient necessary for the achievement of the project's objectives.

## **Article II. Objective and Scope of the Sub-Grant**

2.1 The Sub-Grant sets forth the general terms and conditions of the cooperation between the Parties in all aspects of achieving the Project, as set out in the Project Description (see Annex B) with the observance of the terms and conditions of the Sub-Grant.

Under this Sub-Grant the Principal Recipient has allocated and will make available to the Sub-Recipient funds up to the maximum amount of **772,430.84** (*seven hundred seventy two thousand four hundred thirty and eighty-four*) **EUR**.

2.3 The grant amount will be advanced on quarterly basis to the Sub-Recipient upon Sub-Grant Agreement signing and receipt of a completed Advance Request.

2.4 Payments under this Sub-Grant shall be made in MDL, to the account number 2251003743, opened at BC "VictoriaBank" SA, branch office no. 3, bank code VICBMD2X416. The exchange rate used to convert EUR in MDL shall be the official rate of National Bank of Moldova on the date of payment.

## **Article III. Duration of Sub-Grant**

3.1 The execution of the Sub-Grant shall commence on July 1<sup>st</sup> 2013 and shall terminate on the 31<sup>st</sup> of December 2014.

3.2 The Project shall be carried out in accordance with the time schedule set out in the Work Plan, as proposed by the Sub-Recipient and agreed by the Principal Recipient, being subject to performance-based funding principles.

3.3 Depending on the Global Fund approval to extend the Grant Agreement beyond the ending date until a completion date, the parties of this Sub-Grant may agree to extend the Sub-Grant at the most until such completion date, if an extension is necessary to achieve the objectives of the Project.

## **Article IV. General Responsibilities of the Parties**

4.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Sub-Grant, and to undertake the Project/Projects in accordance with the guidelines and procedures for financing, disbursement, procurement, reporting and control from Program Grant Agreement.

4.2 Each Party are hereby appointing the persons having the ultimate authority and responsibility for the Project on its behalf:

### **For the Sub-Recipient:**

Address: MD-2001, Republic of Moldova, Chisinau, 32 Bulgara Street, legally represented by the Executive Director – Victor Ursu.

### **For the Principal Recipient:**

Address: MD-2012, Republic of Moldova, Chisinau, 18A T. Ciorba Street, legally represented by the Executive Director – Dr. Victor Volovei,

4.3 The Parties shall keep each other informed of all activities pertaining to the Project and shall consult as circumstances arise that may have a bearing on the status of





either Party or that may affect the achievement of the objectives of the Project, with a view to reviewing the Work Plan and Budget.

4.4 The Sub-Recipient will permanently keep the Principal Recipient informed with respect to any modification of its deeds of incorporation, associates structure headquarters, as well to any other modification to the data and information submitted to the Principal Recipient at the time of assessment.

4.5 The funding for the Project/Projects will be limited to the Budget provisions. The quarterly disbursements made by the Principal Recipient to the Sub-Recipient will be performed according to the quarterly budget level from the Budget approved by the Principal Recipient. However, each disbursement shall be subject to the availability of Funds to the Principal Recipient for such purposes at the time of the disbursement.

4.6 All kind of Sub-Contracting is allowed only after the signature of this Sub-Grant Agreement, only for achieving the goals of this Agreement.

#### **Article V. Personnel Requirements**

5.1 The Sub-Recipient shall be fully responsible for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").


5.2 The Sub-Recipient shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Project objectives and also will ensure that the involved personnel will attend proper training sessions to this end.

5.3 The Sub-Recipient will ensure that decisions on employment related to the Project shall be free of discrimination on the basis of race, religion, or creed, ethnicity or national origin, gender, handicapped status, or other similar factors. The Sub-Recipient shall ensure that all personnel are free from any conflicts of interest relative to Project activities.

#### **Article VI. Terms and Obligations of Personnel**

The Sub-Recipient undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the personnel performing project-related activities under the Sub-Grant comply with these obligations:

- a) The Personnel shall be under the direct subordination of the Sub-Recipient,
- b) The Personnel shall not seek or accept instructions regarding the activities under the Sub-Grant from any third party, except as stated in this Sub-Grant;
- c) Project personnel shall refrain from any conduct that would adversely reflect on the policies/activities in HIV field of the Government of Moldova, the Global Fund and/or the Principal Recipient, shall not engage in any activity which is incompatible with the aims and objectives of the Government of Moldova, the Global Fund, or the Principle Recipient in HIV related policies.
- d) Information that is considered confidential shall not be used without the authorization of Principal Recipient. In any event, such information shall not be used for individual profit. The



Sub-Recipient may communicate with the media regarding the methods and scientific procedures used by the Sub-Recipient. This obligation shall not lapse upon termination of the Sub-Grant unless otherwise agreed between the Parties.

## **Article VII. Assets, Supplies And Procurement**

7.1 In its procedures for procurement of Supplies, Assets, services or other requirements with funds made available by the Principle Recipient as provided for in the Budget, the Sub-Recipient shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy, and efficiency, with the observance of the following terms and conditions:

- a. Procurement will be conducted taking into account the primary goal of the Project and the necessity of flexibility to ensure a rapid implementation of the Project, in order to achieve the established objectives;
- b. Procurement contracts are to be awarded, to the practical extent, on a competitive basis;
- c. Solicitation for Supplies, Assets and/or services will be made based on accurate description of the Supplies, Assets and/or services to be acquired;
- d. Sub-recipient will only enter procurement contracts with capable, reliable suppliers/providers;
- e. The price for the Supplies, Assets and/or services will not exceed the market price for similar Supplies, Assets and/or services;
- f. No contract shall be signed by the Sub-recipient under this Sub-Grant without the Principal Recipient's prior review of relating procurement documentation and approval of procurement evaluation results of the goods stipulated in Procurement Plan – Annex F.
- g. The Sub-Recipient will permanently maintain during the implementation of the contract accurate records of such procurements;
- h. The Sub-Recipient will maintain records regarding the receipt and use of Supplies Assets and/or services acquired under the Sub-Grant
- i. No person affiliated with the Sub-Recipient or the Principal Recipient shall participate in the selection, award, or administration of a contract, grant, or benefit or transaction funded under this Sub-Grant, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled or substantially involving such person, has or have financial interest.

72 Procurement rules and procedures will be those stated in the Procurement Plan of the Principal Recipient, upon assessment of the procurement capacity and supply chain management of the Principal Recipient using the World Bank guidelines, GF Procedures according to the PCU Project Operational Manual.

73 The procurements have to be organized in accordance with the requirements set forth in the "code of conduct of recipients" and "code of conduct of suppliers" (<http://theglobalfund.org/en/library/documents/>)

74 The PR will decide which acquisition will be made by the Sub-Recipient and which will be made by it. The Sub-Recipient must adhere to the procurement policies and practices applicable to Sub-Recipients, as provided in this Sub-Grant as well as to the instructions given by the Principal Recipient to the Sub-Recipient, in relation with the Procurement. If the procurement policies and practices and the instruction given by the Principal Recipient are not followed by the Sub-Recipient, the Principal Recipient may require the Sub-Recipient to refund the amounts granted for such procurements with interests, according to the legislation in force.





7.5 Procurement will be conducted according to the Procurement Plan of the Sub-Recipient. Any modification of the Procurement Plan is subject to approval of the Principal Recipient who is entitled to review it at any time. The Sub-Recipient shall submit at the request of the Principal Recipient any data and information regarding procurement as well as any statements regarding procurement.

7.6 The policies and practices regarding procurement can be amended, according to the requests of the Global Fund resulting from the assessment of the Principal Recipients' Procurement Plan.

7.5 The PR, The Global Fund and the Local Agent of the Global Fund can at any given time, directly or through third parties control if the rules and procedures are followed. The Sub-Recipient shall keep and present to the Principal Recipient, at request, all documents and recording pertaining to the procurements made by using the Funds.

7.6 All Supplies/ Assets purchased by Sub-Recipient shall be free from any customs duties, tariffs, import taxes or other similar levies and taxes (including value-added tax) imposed under laws in effect in Moldova, except utilities: electricity, communications, public transportation, railway transportation, fuels, water, gases and heat supply;

7.7 The Sub-Recipient shall be authorized to utilize amounts not exceeding 10 percent on any activity specified in the total Budget allocated, as overhead cost.

7.8 The Sub-Recipient hereby agrees that the free distribution of the Supplies to the Beneficiaries under this Sub-Grant will be made in accordance with the following terms and conditions:

a) upon distribution of such Supplies to individuals identified as Beneficiaries in the Project Description, the Sub-Recipient shall give detailed written statements/affidavits to the Principal Recipient, encompassing express references to the number/quantity of the free Supplies distributed, the period of time allocated for distribution, the number of Beneficiaries to whom free Supplies were distributed and other information Principal Recipient shall consider to be necessary for monitoring the Project.

b) upon the free distribution of the Supplies to entities identified as Beneficiaries, the Sub-Recipient shall present to the Principal Recipient the Receipt Protocol signed by the Project Beneficiary's representative confirming a) the date of delivery, b) the number/quantities of the delivered Supplies, c) the value of the delivered Supplies, d) the identification details of the Beneficiary unit (headquarters, representatives, specific of activity, etc).

7.9 The Assets Purchased by the Sub-Recipient with the Funds shall remain the property of the Sub-Recipient with the observance of the terms and conditions of the Sub-Grant regarding suspension, early termination or termination of the Sub-Grant, according to Article XIII of this Sub-Agreement. During Project implementation the Sub-Recipient shall be responsible for the maintenance and good care of the Assets.

7.10 All printed, audio and video informational materials (e.g. guides, brochures, radio spots, TV spots, films, shows) prepared by the Sub-Recipient for the Principal-Recipient under this Sub-Agreement shall become and remain the property of the Principal-Recipient (as **intellectual property**), and the Sub-Recipient shall, not later than upon termination or expiration of this Sub-Agreement, deliver all such materials to the Principal-Recipient, together with a detailed inventory thereof. The Sub-Recipient may retain a copy of such materials, and use such





materials for their own use only with prior written approval of the Principal-Recipient. If license agreements are necessary or appropriate between the Sub-Recipient and third parties for purposes of development of any such Agreements or projects, the Sub-Recipient shall obtain the Principal-Recipient's prior written approval to such agreements, and the Principal-Recipient shall be entitled at its discretion to require recovering the expenses related to the development of the material(s) concerned.

7.11 In cases of damage, theft, or other losses of the Assets made available to the Sub-Recipient, the Sub-Recipient shall provide to the Principal Recipient a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property. The Sub-Recipient shall maintain complete and accurate records of Assets and other supplies purchased with Principal Recipient funds and shall take periodic physical inventories. The Sub-Recipient shall provide to the Principal Recipient an annual inventory of such Assets and Supplies.

### **Article VIII. Financial and Operational Arrangements**

8.1 In accordance with the Budget, the Principal Recipient has allocated and will make available to the Sub-Recipient Funds up to the total Budget subject to the achieving the results stated in the Sub-Recipient Monitoring and Evaluation Plan.

8.2 The request for advance will have the value mentioned in the budget, for the whole period of the project.

8.3 The Sub-Recipient agrees to utilize the funds provided by the Principal Recipient in strict accordance with the Budget, Work Plan and Project Description provisions. The Sub-Recipient shall be authorized to make variations not exceeding 10 percent on any budgetary category provided that the total Budget allocated is not exceeded. The Sub-Recipient shall notify the Principal Recipient about any expected variations on the occasion of the quarterly consultations. Any variations exceeding 10 percent on any budgetary category that may be necessary for the proper and successful implementation of the Project shall be subject to prior consultations with and approvals by the Principal Recipient. The Sub-Recipients who will be financed for more than one main activity will be not allowed to use the funds contracted for an activity to any other.

8.4 Quarterly, the Sub-Recipient will submit to the Principal Recipient a financial report including a fully detailed list of all the Expenditures (free of any customs duties, tariffs, import taxes or other similar levies and taxes, including value-added tax) imposed under laws in effect in Republic of Moldova, except utilities: electricity, communications, public transportation, railway transportation, fuels, water, gases and heat supply. The financial report will be accompanied by copies of supportive documents (invoice, payment order, fiscal bill or bank statement etc.) for each payment exceeding EUR 5,000.00.

8.5 The reality, correctness and validity of all data, documents, dates, amounts and expenditures included into the sub-recipients financial reports, submitted to the Principal Recipient are under the responsibility of Sub-Recipient. In this respect, any kind of document issued by the Sub-Recipient in the attention of the PR will carry the following remark: "We undertake the responsibility for the reality, correctness and validity of all data, documents, dates, amounts and expenditures included in accordance with the approved project"

8.6 In the case of any disbursement under the Sub-Grant that is not used in accordance with this Sub-Grant or that finances Supplies, Assets and/or services that are not used in accordance



with this sub-grant, the Principal Recipient, notwithstanding the availability or exercise of any other remedies under this Sub-Grant, may:

a) require the Sub-Recipient to refund the amount of such disbursement to the Principal Recipient within 15 days after the Sub-Recipient receives the Principal Recipient's request for a refund; penalties can be requested in accordance with the Moldovan law in force.

8.7 If the Sub-Recipient will not respect any of the obligations stated in this Sub-Grant Agreement, having as result a non proper usage of the goods and services financed from the funds, the PR may request to the Sub-Recipient to reimburse (fully or partially) the value of the disbursed funds, used for the procurement of these goods and services, in 30 days from the date of the receipt of the reimbursement request.

8.8 The Principal Recipient's right under paragraphs (8.5 and 8.6) of this Article to require a refund of a disbursement will survive the termination of this Sub Grant, notwithstanding any other provision of this Sub-Grant, for three years from the date of the last disbursement under this Sub-Grant.

### **Article IX. Maintenance of Records**

9.1 The Sub-Recipient shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the Funds made available by the Principal Recipient, to ensure that all expenditures and activities are in conformity with the provisions of the Sub-Grant. For each disbursement, the Sub-Recipient shall keep all the original supporting documentation regarding all expenditures made including contracts, invoices, bills, etc. Any income or expenditure arising from Project activities or bank account interest shall be separated accounted/recorded and subsequently used only for Project purposes. The entire book keeping regarding the disbursement from the Global Fund will be made separately and distinctly from the other book keeping of the company.

9.2 Upon completion of the Project or Sub-Grant termination, the Sub-Recipient shall maintain the records for a period of at least seven years; except for the case the Moldovan legislation requires a mandatory longer period for maintaining such records.

### **Article X. Reporting Requirements**

#### **10.1 Reports**

##### **M&E Data**

a) The SRs are responsible to submit quarterly M&E data (list of indicators with achieved results) to the National Center of Health Management (NCHM) or Dermatology and Communicable Diseases Hospital (DCDH), M&E Department, **not later than 15 days after the close of each quarter.**

NCHM (DCDH) has been delegated by UCIMP to collect and validate data from sub-recipients and beneficiaries based on PCIMU M&E Plan for GFATM Round 6 HIV Grant.

The M&E data reporting forms are standardised for sub-recipients as per Annex D. Monitoring and Evaluation Plan to sub-grant agreements with PCIMU.

#### **Quarterly Reports**





- b) The SRs are responsible to submit quarterly reports to the PR on the programmatic progress and expenditures incurred during the preceding quarter.
- c) The SRs' quarterly reports are due to the PR not later than **25 days after the close of each quarter**.
- d) The quarterly reports are to be submitted in a standard form including the following sections:
  - (i) Program report (including both qualitative and quantitative data) – Update on progress made against the agreed workplan, achievement of the agreed quarterly process/output targets, and results, reasons for variances (if any), achievements and challenges encountered and options/actions taken to resolve them;
  - (ii) Financial report – Financial activity during the preceding quarter and on a cumulative basis from the start of the program through the end of the reporting period, budget vs actual expenditures analysis (using the line items set forth in the program budgets) and reasons for variances (if any); Expenses made by Sub-recipient in MDL will be reported in EUR at the Principal Recipient money transfer rate. The financial report will be accompanied by copies of supportive documents (invoice, payment order, fiscal bill, etc.) for each payment exceeding USD 5,000.00.
  - (iii) List of indicators (where applicable) – List of relevant indicators with achieved results (incremental for the preceding quarter and cumulative since the program start through the end of the reporting period) against the targets and indicators as specified in the M&E plan and the Funding Agreement, and reasons for variances (if any).

10.2 A **Final Report** is due to the Principal Recipient **45 days after the end of the reporting semester**. This report should include the following:

- a) A Consolidated Project Report for the entire project. This can be formatted by consolidating the two Quarterly Progress Reports into one report. The consolidated report shall also include a detailed financial report on expenses covered by the SR from the Sub-Grant Funds during the project implementation period.
- b) Any change to the Work Plan and Monitoring plan need to be submitted to approval of the Principal Recipient.

10.3 The Principal Recipient may at any time, directly or through its agents, verify and control the Sub Recipients' activities and the fulfillment of the planned / reported results.

10.4 In the event of any termination of the Sub-Grant, Sub-Recipient should submit to the Principal Recipient the updated records and documents in respect of the expenditures incurred with the funds, a detailed financial and activity report for the entire period of the Sub-Grant.

## **Article XI Audit Requirements**

11.1 In accordance with the terms of the Global Fund, each Sub-Recipient is subject to an annual financial audit examination and will be subject to an audit examination upon termination of the Sub-Grant, by an external auditor named by the Principal Recipient.

11.2 Audit reports are due to the Principal Recipient five months after the completion of the Sub-Recipient's fiscal year.

11.3 The Principal Recipient reserves the right to review the financial records of the Sub-



Grant at any time.

11.4 The Sub-Recipient is subject to a quarterly financial examination by an external examiner (inspector) named and contracted by the Principal Recipient.

## **Article XII. Liability /Responsibility for Claims**

12.1 The Sub-Recipient shall indemnify, hold and save harmless and defend at its own expense the Principal Recipient and the Global Fund, their officials and persons performing services for them, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the Sub-Recipient or its employees or persons hired for the management of the Sub-Grant and the Project.

12.2 The Sub-Recipient shall be responsible for, and deal with all claims brought against it by its Personnel, employees, agents, subcontractors and third parties.

12.3 In the event of dissolution of the Sub-Recipient during the execution of the Sub-Grant, all obligations and responsibilities arising out of this Sub-Grant shall be subsequently transferred to the legal representative of the Sub-Recipient after prior approval by the Principal Recipient.

12.4 In case of dissolution of Sub-Recipient in the conditions provided by the above mentioned regulations, all Assets are to be transferred to the legal representative of the Sub-Recipient or to the Principal Recipient according to the law.

12.5 The Sub-Recipient confirms that its activities are operated in compliance with Host Country law and other applicable law, including but not limited to intellectual property law. In addition, the Sub-Recipient is generally aware that laws exist that prohibit the provision of resources and support to individuals and organizations associated with terrorism and that the European Union, the U.S. Government and the United Nations Security Council have published lists identifying individuals and organizations considered to be associated with terrorism.

12.6 The Sub-Recipient agrees that it will employ all Grant funds solely for Program purposes, and use reasonable efforts to ensure that Grant funds are not employed to support or promote violence, to aid terrorists or terrorist related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities.

## **Article XIII. Suspension and Early Termination**

13.1 The Parties hereto recognize that the successful completion and accomplishment of the purpose of a technical cooperation activity are of paramount importance, and that the Principal Recipient may find it necessary to terminate the Project, or to modify the arrangement of a Project, should circumstances arise that jeopardize successful completion or the accomplishment of the purposes of the Project.

13.2 The Principal Recipient shall consult with the Sub-Recipient if any circumstances arise that, in the judgment of the Principal Recipient, interfere or threaten to interfere with the successful completion of the Project or the accomplishment of its purposes. The Sub-Recipient shall promptly inform the Principal Recipient of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt





corrective steps by the Sub-Recipient, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Project on the Project beneficiaries.

13.3 The Sub-Recipient has the responsibility for the correctness, reality and validity of all data, information, documents, dates, amounts and expenditures included in accordance with the approved project, and sent to the PR.

13.4 If the external auditor or the PR finds discrepancies from the declared data, the PR may apply penalties to the Sub-Recipient. For the purpose of this Contract the following situations shall be also deemed to be cases of suspension:

- a) the Sub-Recipient submitted inaccurate, invalid or false financial and progress reports and such may be proved through the independent auditor's report or by the Principal Recipient's specialized personnel upon its inspections on the activity of the Sub-Recipient.
- b) the Sub-Recipient did not use the Funds in accordance with the terms of the Sub-Grant.
- c) the Sub-Recipient cannot provide justifying documentation for the expenditures made by using the Funds.

13.5 The Principal Recipient may at any time, after occurrence of the circumstances as mentioned at points 13.1, 13.2 and 13.4 and after appropriate consultations, suspend the Project implementation by written notice to the Sub-Recipient, without prejudice to the initiation or continuation of any of the measures envisaged above. The Principal Recipient may indicate to the Sub-Recipient the conditions under which it is prepared to authorize management of the Project to resume.

13.6 The suspension of the Sub-Grant Agreement shall determine the following consequences:

- a) The Sub-recipient undertakes to return all Funds remained unused at the moment of suspension;
- b) The Principal Recipient is entitled to ask for the return of the Assets if the Sub-recipient cannot prove by a written statement that such Assets are to be further used for the purpose of achieving the Project objectives, even after the suspension of the Contract;
- c) The Sub-recipient undertakes to submit to the Principal Recipient a special report regarding the disbursements made to the date of suspension;
- d) The reporting requirements remain in force during suspension period;
- e) The Principal Recipient is entitled to ask for the return of all Funds that may not be justified in accordance with the terms and conditions of this Sub-Grant Agreement.

13.7 If the cause of suspension is not rectified or eliminated within 14 days after the Principal Recipient has given notice of suspension to the Sub-Recipient, the Principal Recipient may, by written notice at any time thereafter during the continuation of such cause:

- (a) terminate the Sub-Grant; or
- (b) terminate the management of the Project by the Sub-Recipient, and entrust its management to another institution.



13.8 The effective date of termination under the provisions of the present article shall be specified by written notice from, the Principal Recipient.

13.9 The Sub-Recipient may terminate the Sub-Grant in cases where a condition has arisen that impedes the Sub-Recipient from successfully fulfilling its responsibilities under the Sub-Grant by providing the Principal recipient with written 30 day notice of its intention terminate the Sub-Grant.

13.10 The Sub-Recipient may terminate the Sub-Grant only under conditions set out in paragraph 13.7 above, after consultations have been held between the Sub-Recipient and the Principal Recipient, with a view to eliminating the impediment, and shall give due consideration to proposals made by the Principal Recipient in this respect.

13.11 Upon receipt of a notice of termination by the Principal Recipient, the Parties shall take immediate steps to terminate activities under the Sub-Grant, in a prompt and orderly manner, so as to minimize losses and further expenditures. The Sub-Recipient shall undertake no forward commitments and shall return to the Principal Recipient, within 30 days, all unspent funds, and the Assets financed by the Principal Recipient. The Principal recipient may decide to let the Sub-Recipient keep the property of the Assets, if, in consideration of the Project objectives, such are deemed to be further used to achieve the purpose of the Project.

13.12 In the event the sub-recipient sells the Assets after termination, the Principal Recipient will be entitled to be refunded the Funds utilized to achieve the respective Assets in EUR, within 30 days after receipt of the written request from the Principal Recipient.

13.13 The Principal Recipient reserved the right to be returned the Assets financed with the Funds, in case such Assets are not used for the purpose of achieving the Project objectives. The Sub-Recipient is obliged to return the Assets, at its expense, within 30 days form the moment of the Principal Recipient's written request.

13.14 In the event of a transfer of the responsibilities of the Sub-Recipient for the management of a Project to another institution according to paragraph 13.7(b), the Sub-Recipient shall cooperate with the Principal Recipient and the other institution in the orderly transfer of such responsibilities. The principal Recipient may consider that the unspent Funds, the Assets and the Supplies financed with the Funds to be transferred from the Sub-Recipient to the respective institution.

13.15 If the Sub-Recipient will delay the submission of the Quarterly Financial and Project Reports, with more than 5 working days from the date mentioned at Article X, paragraph 10.1, the PR may suspend unilateral and without further notification the requested disbursement if a delay of more than 14 working days occurs, the PR may suspend unilateral and without further notification this Sub-Grant Agreement. In the respect the contract is considered to be automatically cancelled following the date of announcement of the decision to the Sub-Recipient. The Sub-Recipient that has a cancelled contract will have to accomplish all its ending activities, including the final reporting penalty of returning the funds and the assets acquired through this Sub-Grant Agreement.

13.16 Where it is found that the funds allocated to the Sub-Recipient were not properly use in accordance with the provisions of this Agreement, including any reallocation of funds made without the written approval of the PR, the suspension will enter into force from the receipt of the written notification from the PR, without any further delay.





#### **Article XIV. Force Majeure**

14.1 In the event of and as soon as possible after the occurrence of any cause constituting Force Majeure as previously defined, the Party affected by the Force Majeure shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities. The Parties shall consult on the appropriate action to be taken, which may include suspension of the Sub-Grant by the Principal Recipient or termination of the Sub-Grant, with either Party giving to the other at least seven (7) days written notice of such termination.

14.2 In the event that the Sub-Grant is terminated owing to causes constituting Force Majeure, the applicable provisions from this Sub-grant regarding termination shall apply.

#### **Article XV. Litigations**

The Parties shall try to amicably settle through direct negotiations, any dispute, controversy or claim arising out of or relating to the Sub-Grant, including breach and termination of the Sub-Grant. If these negotiations are not successful, the matter shall be referred to the competent courts of Republic of Moldova.

#### **Article XVI. Privileges and immunities**

Nothing in or relating to the Sub-Grant shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the Principal Recipient and the Global Fund.

#### **Article XVII. Amendments**

17.1 The Sub-Grant or its Annexes may be modified or amended only by written agreement between the Parties.

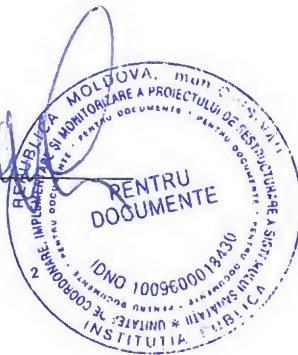
17.2 Activities to be implemented under this Sub-Grant follow to be finalized by 31<sup>st</sup> of December 2014.

17.3 After termination of this sub-grant, the Sub-Recipient is entitled to use all procured assets on its own disposition.

**Principal Recipient**

Victor Volovei

Executive director  
UCIMP



**Sub-Recipient**

Victor Ursu

Executive Director  
Soros Foundation-Moldova



## **Grant MOL-H-PCIMU**

### **TERMS OF REFERENCE**

**Consultancy to provide "Community outreach to vulnerable groups" under Global Fund to Fight AIDS, Tuberculosis and Malaria under Grant Agreement MOL-H-PCIMU "Scaling up Access to Prevention, Treatment and Care under the National Program for Prevention and Control of HIV/AIDS/STIs 2006-2010 and reducing morbidity, mortality and HIV-related impact on people living with HIV/AIDS, 2010-2014" for the period July 2013 - December 2014**

#### **A. BACKGROUND**

The Republic of Moldova started systematically doing epidemiologic surveillance for HIV/AIDS in 1987. According to the data from the National Centre of Public Health, at the 1<sup>st</sup> of October 2012 the cumulative number of HIV registered people was of 7604, including 2474 in the Eastern region. From the debut of the epidemic there were 1829 reported cases of AIDS by the end of the third quarter of 2012.

The Republic of Moldova is classified as a concentrated/low prevalence country with a concentrated HIV epidemic in injecting drug users (IDUs) population. The other affected at risk populations are Commercial Sex Workers (CSW) and Men doing Sex with Men (MSM). The Integrated Bio-Behavioral study (IBBS) on Knowledge, Attitudes and Practices among most-at-risk populations (MARPs) carried out in the Republic of Moldova during 2009-2010, using the Respondent Driven Sampling methodology indicated high HIV prevalence rate in IDUs: 16,4% in Chişinău, 39,8% in Bălţi and 12,1% in Tiraspol; in commercial sex workers: 6,1% in Chisinau and 23,5% in Balti, in MSM -1,7% in Chisinau and 0,2% in Balti and 3,4% in prisoners.

After the Joint Assessment (International Evaluation of the National Programme for Prevention and Control of HIV/AIDS and STIs 2011-2015) the priorities were reviewed and the revised National Programme focused its strategies on key populations at risk, particularly on IDUs, CSWs and MSMs. The revised Programme is to be approved by the Government in the nearest future.

The programme envisages ensuring access to HIV prevention services for PWID, covering both civil and penitentiary sectors from both banks of Nistru river, prevention services in CSWs and MSMs. Promoted activities include, among others, provision of easy access to sterile syringes, needles and condoms; easy access to information, communication, and education, with particular emphasis on sexual behaviour change communication; risk reduction counselling; community outreach; peer education; referral system for health care, including HIV testing and counselling, substitution treatment.

#### **B. PROJECT DESCRIPTION**

The MOL-H-PCIMU consolidated grant includes parallel financing from the Round 6 HIV and round 8 Grant from the Global Fund to Fight AIDS, TB and Malaria.



## Grant MOL-H-PCIMU

The goal of the proposal was established keeping in line with the joint WHO/UNAIDS Global Initiative for Universal Access to Treatment and Care. The Programme takes into account the financial and programmatic gaps as identified in the NAP framework and assessments by Joint Assessment and other international stakeholders, and builds upon the technical knowledge, expertise, experience and financial tools developed during the implementation of prior national AIDS programmes.

The Programme was committed to providing universal access to prevention, care and treatment in order to keep the Republic of Moldova a low prevalence country with less than 1% of the population infected with HIV/AIDS. Specifically, the Programme aims to reduce sexual and mother-to-child transmission of HIV/STIs and the transmission of HIV via needle sharing by scaling up the access of population to voluntary counseling and testing (VCT) services, and expanding the prevention interventions for vulnerable groups. Further, the programme strengthens the government and community capacity to cope with the HIV epidemic through partnerships and enhanced coordination.

### Goal:

The goal of the Program is to ensure prevention among key populations and reduce the negative impact of HIV epidemic through provision of care, treatment and support to PLHIV.

Specifically, the Program seeks to achieve the following key objectives:

**Objective 1:** To prevent HIV transmission among key populations: IDUs, CSWs, MSMs;

**Objective 2:** To ensure access of HIV patients to treatment, monitoring and prevention of mother to child transmission (PMTCT) services

## C. ASSIGNMENT OBJECTIVES

The objective of the Consultancy assignment is to assure the implementation of Community outreach to vulnerable groups activities for the period of 18 months beginning on at July, 1<sup>st</sup> 2013 till December, 31<sup>st</sup>, 2014. according to the MOL-H-PCIMU grant "**Scaling up Access to Prevention, Treatment and Care under the National Program for Prevention and Control of HIV/AIDS/STIs 2006-2010 and reducing morbidity, mortality and HIV-related impact on people living with HIV/AIDS, 2010-2014**" between Global Fund to Fight AIDS, Tuberculosis and Malaria and Republic of Moldova.

## D. SCOPE and OBJECTIVE OF WORK

**Goal:** To reduce HIV transmission through sexual way and via needle sharing by maintaining the access of vulnerable population to prevention services.

**Objective 1.** To prevent HIV transmission among key populations: IDUs, CSWs, MSMs;

The consultant will be responsible for the following activities:

### 1. Community outreach to vulnerable groups – IDUs, including penitentiaries:

- To provide prevention services through needle and syringe programmes with sterile injecting equipment for IDUs, including other risk reduction materials including in penitentiaries;
- To procure syringes for IDU, including for projects in penitentiaries;
- To procure alcohol wet napkins for IDU, including for projects in penitentiaries;

### **Grant MOL-H-PCIMU**

- To provide IEC services;
- To support the methadone substitution programmes;
- To realize the M & E supervision mission to the HR projects for IDUs.

#### **2. Community outreach to vulnerable groups - CSW:**

- To provide prevention services for CSW through the distribution of individual self protection means and sterile equipment through the projects based on HR strategy for CSW;
- To realize the M & E supervision mission to the HR projects for CSW.

#### **3. Community outreach to vulnerable groups - LGBT community:**

- To provide prevention services for LGBT through the distribution of individual self protection means and sterile equipment through the projects based on HR strategy for LGBT;
- To realize the M & E supervision mission to the HR projects for LGBT.

#### **4. Ensure proper coordination between NGOs and state institutions on providing HR services**

- To ensure proper coordination between NGOs and state institutions on providing HR services;
- To ensure proper communication between the unit and projects
- To assure proper activity of Coordination Unit by cover office, administrative and transportation costs;
- To ensure proper activity of the Committee of project proposal examination.

### **E. INSTITUTIONAL ARRANGEMENTS**

In order to realize the Consultancy the PI CIMU HSRP should assign a Company, internal or external.

The Company will work in cooperation with PI CIMU HSRP and specialists from CCM Secretariat and CCM Technical Working Groups, Ministry of Health, Dermatology and Communicable Diseases hospital, specialists from National Centre of Health Management of the Ministry of Health, Centres of Preventive Medicine, and will report to the PI CIMU Executive Director and HIV/AIDS Director.

The PI CIMU HSRP will provide to the Company the following documents:

- Detailed MOL-H-PCIMU budget, phase 2, 2013-2014;
- Summary budget for phase 2, which includes calculations based on categories;
- PSM plan for phase 2
- Performance Framework Year 4 – 5 of phase 2 containing Indicators, Targets, and Periods Covered (for the first semester of 2013);

## **Grant MOL-H-PCIMU**

- M&E Plan of the Grant.

## **F. PRODUCTS**

The main products to be delivered include:

- Project implementation working plan starting July, 1<sup>st</sup> 2013 –December 31<sup>st</sup>, 2014 divided by quarters;
- Project budget for starting July, 1<sup>st</sup> 2013 –December 31, 2014 divided by quarters, including categories;
- M&E framework and plan;
- Project description;
- Quarterly narrative and financial reports, list of indicators;
- Final narrative and financial reports.
- All the reports will be submitted in hard copy and electronic format.

## **G. CONSULTANT PROFILE**

In order to accomplish the described responsibilities, the PI CIMU HSRP needs to contract a Company with the following requirements:

- Proven experience in designing and providing HIV prevention interventions for key populations at least from 3 to 5 years;
- Experience in elaboration of informational materials in health, experience in HIV/AIDS;
- A demonstrated capacity to manage, co-ordinate and collaborate a number of partner organisations;
- A significant track record and reputation in managing large programmes and delivering programme outputs on time;
- Proven track record of having carried out similar projects;
- Proven experience in work with international organizations, experience with projects financed by World Bank and/or Global Fund to Fight AIDS, TB and Malaria;
- Qualified personnel for providing the scopes of work.

## **H. DURATION OF SERVICES AND PAYMENTS**

Services are required for a period of 18 months beginning on at July, 1<sup>st</sup> 2013 till December, 31<sup>st</sup>, 2014. The Consultant will be financed from the SSF HIV Consolidated Grant from the Global Fund to Fight AIDS, TB and Malaria (MOL-H-PCIMU), phase 2.





## Annex C - Sub Recipient's Work Plan

Description of activities	2013		2014			
	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8
<b>1. Vulnerable groups_IDUs</b>						
1.1. Meeting with HR network representatives						
1.2. Sub-contractors requests submission for HR activities continuation (including activities in penitentiaries, substitution therapy programs)/ continuity of activities ***Contracts will be signed						
1.3. Program board meetings (on a need basis)						
1.4. Launch of the syringes procurement procedures						
1.5. Launch of the wet napkins procurement procedures						
1.6. Projects/financial requests review & selection						
1.7. Needle exchange programs for IDUs						
1.8. Condom and wet napkins distribution to IDUs						
1.9. Information, education and communication to IDUs						
1.10. Methadone substitution programmes, including in penitentiaries						
1.11. M&E visits to projects sites						
<b>2. Vulnerable groups_FSW</b>						
2.1. Sub-contractors requests submission for HR activities continuation/continuity of activities ***Contracts will be signed						
2.2. Program board meetings (on a need basis)						
2.3. Projects/financial requests review & selection						
2.4. HIV prevention programs for FSWs						
2.5. Information, education and communication to FSWs						
2.6. M&E visits to projects sites						
<b>3. Vulnerable groups_LGBT community</b>						
3.1. Sub-contractors requests submission for HR activities continuation /continuity of activities						
3.2. Program board meetings (on a need basis)						
3.3. Project selection and contracts signing						
3.4. HIV prevention programs for LGBT						
3.5. Information, education and communication to LGBT						
3.6. M&E visits to project sites						
<b>4. Coordination Unit</b>						
4.1. Coordination Unit: signing of contracts with personnel						
4.2. Ensure proper functionality of the Coordination Unit (utilities, files, etc )						
4.3. Procurement of equipment, supplies for sub-contractors, office supplies, printing services for info materials						
4.4. Ensure operability of the Harm Reduction Program board						
4.5. Ensure communication with sub-consultants/partners						
4.6. Collecting of activity reports and indicators from the sub-consultants						
4.7. Collecting trimestrial financial reports from sub-consultants						
4.8. Activity and financial reports, list of indicators compilation and submission to the Client						
4.9. Activity annual report to the Client						
4.10. Supplies (condoms, syringes, wet napkins) delivery to sub-contractors						

## Part 2 Extended list of indicators to the Monitoring & Evaluation Plan

Country:	Republic of Moldova
Disease:	HIV/AIDS
Grant number:	
Principal Recipient:	PI "CIMUnitHSRP"
Period beginning date:	July 1, 2013
Period end date:	December 31, 2014

Phase 2:

### MAIN PROGRAM OBJECTIVES, KEY INDICATORS, INTENDED RESULTS/TARGETS AND ARRANGEMENTS FOR MONITORING

Component: HIV/AIDS

Goal: To ensure prevention among key affected populations, reduction of the negative impact of the HIV epidemic through provision of care, treatment and support to PLHIV

Main Program Objective 1: To prevent HIV transmission among key populations: IDU, CSW, MSM

Key indicators	Year 2013 (intended results/targets )								Year 2014 (intended results/targets )								Comments	
	Quarter I		Quarter II		Quarter III		Quarter IV		Quarter I		Quarter II		Quarter III		Quarter IV			
	Intended target	Actual result	Intended target	Actual result	Intended target	Actual result	Intended target	Actual result	Intended target	Actual result	Intended target	Actual result	Intended target	Actual result	Intended target	Actual result		
1	Number of injecting drug users (IDUs) reached with prevention programmes		8093		8517		8941		9365		9789		10213		10637		11061	
2	Number of penitentiary institutions with harm reduction projects		9 (including baseline)		9 (including baseline)		9 (including baseline)		9 (including baseline)		9 (including baseline)		9 (including baseline)		9 (including baseline)		9 (including baseline)	
3	Number of commercial sex workers (FSWs) reached with outreach programmes		2640		2801		2962		3123		3284		3445		3606		3767	
4	Number of lesbian, gay, bi-sexual and trans-sexual reached with outreach programmes		1883		2093		2303		2513		2723		2933		3143		3353	
5	Number of new clients included into the substitution therapy program		13		12		13		12		25		25		25		25	

Data Source - SR & sub-subrecipients

PRINCIPAL RECIPIENT:

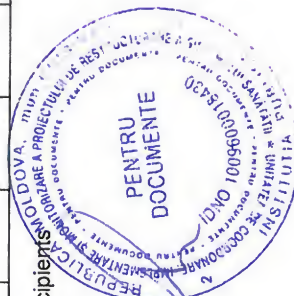
Victor Volovei

Executive Director

SUB-RECIPIENT:

Victor Ursu

Executive Director









# Annex E (b) - Sub-Recipient's Budget

	Objectives / Service Delivery Areas (SDAs)	Budget category	Buget 2013, EUR			Buget 2014, EUR					Budget 2013-2014 years, EUR
			Q3	Q4	Total Y4	Q1	Q2	Q3	Q4	Total Y5	
SDA 4 Supportive environment: Coordination and partnership development (national, community, public-private)											
4.1	Ensuring proper coordination between NGOs and state instituitions on providing HR services (including taxes)	HR	10,340	10,340	20,680	10,340	10,340	10,340	10,340	41,360	62,040
	Program Director		1,915	1,915	3,830	1,915	1,915	1,915	1,915	7,660	11,490
	HR Program Coordinator		2,556	2,556	5,112	2,556	2,556	2,556	2,556	10,224	15,336
	F&P Specialist		3,115	3,115	6,230	3,115	3,115	3,115	3,115	12,460	18,690
	M&E Specialist		1,278	1,278	2,556	1,278	1,278	1,278	1,278	5,112	7,668
	Program Assistant		1,476	1,476	2,952	1,476	1,476	1,476	1,476	5,904	8,856
4.2	Ensure proper communication between the unit and projects	OH	360	360	720	360	360	360	360	1,440	2,160
	phone (20 EUR * 5 pers/luna = 100 EUR/luna)		300	300	600	300	300	300	300	1,200	1,800
	internet (4 EUR * 5 pers/luna=20 EUR/luna)		60	60	120	60	60	60	60	240	360
4.3	Administrative costs	PA	180	180	360	180	180	180	180	720	1,080
	office maintenance		60	60	120	60	60	60	60	240	360
	office equipment maintenance		30	30	60	30	30	30	30	120	180
	current repairs, unexpected expenses		90	90	180	90	90	90	90	360	540
4.4	Ensure proper maintenncae of files	PA	90	90	180	90	90	90	90	360	540
	Office supplies		90	90	180	90	90	90	90	360	540
4.5	Enhance capacity of the staff from the Coordination Unit		0	0	0	0	0	0	0	0	0
4.6	Ensure the activity of the Committee of project proposal examination	TA	300	300	600	300	300	300	300	1,200	1,800
	committee meetings		270	270	540	270	270	270	270	1,080	1,620
	coordination meetings with SSR		30	30	60	30	30	30	30	120	180
4.7	Office utilities	OH	360	1,500	1,860	1,500	360	360	1,500	3,720	5,580
4.8	Transportation	OH	750	750	1,500	750	750	0	0	1,500	3,000
	Fuel		420	420	840	420	420	0	0	840	1,680
	taxi services		30	30	60	30	30	0	0	60	120
	Insurance		0	0	0	0	0	0	0	0	0
	Maintenance		300	300	600	300	300	0	0	600	1,200
	SDA 4 Total		12,380	13,520	25,900	13,520	12,380	11,630	12,770	50,300	76,200
	Overhead (in EUR)										
4.9.1	Indirect staff	HR	5,025	5,025	10,050	5,025	5,025	5,025	5,025	20,100	30,150
	Deputy Director		1,080	1,080	2,160	1,080	1,080	1,080	1,080	4,320	6,480
	Financial Director		1,080	1,080	2,160	1,080	1,080	1,080	1,080	4,320	6,480
	Chief Accountant		810	810	1,620	810	810	810	810	3,240	4,860
	Grant Manager		900	900	1,800	900	900	900	900	3,600	5,400
	Driver		1,155	1,155	2,310	1,155	1,155	1,155	1,155	4,620	6,930
4.9.2	Other indirect costs	HR 65.0%; PA 4.7%; OH 30.4%	2,710	2,710	5,420	2,710	2,710	2,710	2,710	10,840	16,260
	Office supplies and equipment (including maintenance, security)	PA	270	270	540	270	270	270	270	1,080	1,620
	Office services (Housekeeping)	OH	1,600	1,600	3,200	1,600	1,600	1,600	1,600	6,400	9,600
	Auto expenses (including insurance and maintenance)	OH	210	210	420	210	210	210	210	840	1,260
	Office utilities	OH	450	450	900	450	450	450	450	1,800	2,700
	Communication and shipping	OH	90	90	180	90	90	90	90	360	540
	Miscellaneous (Bank charges, taxes, foreign exchange loss)	PA	90	90	180	90	90	90	90	360	540
4.9	Total		7,735	7,735	15,470	7,735	7,735	7,735	7,735	30,940	46,410
	Total (HIV) SFM Admin+OH		20,115	21,255	41,370	21,255	20,115	19,365	20,505	81,240	122,610

PRINCIPAL RECIPIENT:

Victor Volovei  
Executive Director



SUB-RECIPIENT:

Victor Ursu  
Executive Director



*[Handwritten signature]*

*[Handwritten signature]*

Annex F - Sub-Recipient's Procurement Plan  
Procurement Plan for July 2013 - December 2014

Year	Component / Activity	Costs, USD	Pr. Meth	Bid. Docs.	Inv. To Bid	Bid open/ Submit.	Eval. Report	Contr. Sign	Cont. Compl
Objective 1: to prevent HIV transmission among key populations: IDU, CSW, MSM									
Prevention SDA 1: Community outreach to vulnerable groups -IDUs									
A 1.2 Procurement of syringes (IDU, including projects in penitentiaries)									
2013	Procurement of syringes	83,311.38	NS	14.06.2013	14.06.2013	26.06.2013	26.06.2013	01.07.2013	01.07.2013 - 31.08.2013
A.1.3 Procurement of alcohol wet napkins (IDU, including projects in penitentiaries)									
2013	Procurement of alcohol wet napkins	22,900.77	NS	21.06.2013	21.06.2013	04.07.2013	04.07.2013	08.07.2013	08.07.2013 - 31.08.2013
Total Objective 1: to prevent HIV transmission among key populations: IDU, CSW, MSM		106,212.15							

PRINCIPAL RECIPIENT:

Victor Volovei

Executive Director



SUB-RECIPIENT:

Victor Ursu

Executive Director



*[Signature]*

*[Signature]*